Montana Fish, Wildlife & Parks

GENERAL PROVISIONS
SPECIFICATIONS FOR WORK

Contents:

1. PROJECT DESCRIPTION

The Project involves construction work associated with:

Fox Lake WMA
Road & Parking Area Improvements
Fish, Wildlife & Parks (FWP) project # 7195304
Located in Richland County, MT

The project generally includes reshaping of the eroded road surface, installation of a culvert, construction of WMA parking area, dike repair, and incidentals.

2. PROJECT RELATED CONTACTS

Project contacts are designated as follows:

Owner:
Montana FWP
1420 E. Sixth Ave.
PO Box 200701
Helena, MT 59620-0701

FWP Project Representative:
Joseph Renenger
FWP Project Manager
1522 9th Avenue
Helena, MT 59620
406-841-4007 (wk)
406-439-9889 (cell)
406-841-4004 (fax)

3. SITE INSPECTION

All Bidders should satisfy themselves as to the construction conditions by personal examination of the site described in this document. Bidders are encouraged to make any investigations necessary to assess the nature of the construction and the difficulties to be encountered, see General Conditions, Article 3.

4. SOILS INFORMATION

Geotechnical investigation work has not been done for this Project. It is the responsibility of the Bidders to conduct all investigations and determine the soil type and digging conditions that may be encountered with this Project prior to bid preparation, see General Conditions, Article 3.

5. PROJECT REPRESENTATIVE, INSPECTIONS, AND TESTING

The Contractor's work will be periodically tested and observed to insure compliance with the Contract Documents. Complete payment will not be made until the Contractor has demonstrated that the work is complete and has been performed as required. If the Project Representative detects a discrepancy between the work and the requirements of

the Contract Documents at any time, up to and including final inspection, such work will not be completely paid for until the Contractor has corrected the deficiency, see General Conditions, Article 9.

The Project Representative will periodically monitor the construction of work to determine if the work is being performed in accordance with the contract requirements. The Project Representative does not have the authority or means to control the Contractor's methods of construction. It is, therefore, the Contractor's responsibility to utilize all methods, equipment, personnel, and other means necessary to assure that the work is installed in compliance with the Drawings and Specifications, and laws and regulations applicable to the work. Any discrepancies noted shall be brought to the Contractor's attention, who shall immediately correct the discrepancy. Failure of the Project Representative to detect a discrepancy will not relieve the Contractor of his ultimate responsibility to perform the work as required, see General Conditions, Article 3.

The Contractor shall inspect the work as it is being performed. Any deviation from the Contract requirements shall be immediately corrected. Prior to any scheduled observation by the Project Representative, the Contractor shall again inspect the work and certify to the Project Representative that he has inspected the work and it meets the requirements of the Contract Documents. The Project Representative may require uncovering of work to verify the work was installed according to the contract documents, see General Conditions, Article 12.

The work will be subject to review by the Project Representative. The results of all such observations, and all contract administration, shall be directed to the Contractor only through the Project Representative.

5.1 Services Required by the Contractor. The Contractor shall provide the following services:

a. Any field surveys to establish locations, elevations, and alignments as stipulated on the Contract Documents. FWP reserves the right to set preliminary construction staking for the project. The Contractor is responsible to notify FWP for any construction staking discrepancies.

b. Preparation and certification of all required shop drawings and submittals as described in the General Conditions, Article 3.

c. All testing requiring the services of a laboratory to determine compliance with the Contract Documents shall be performed by an independent commercial testing laboratory acceptable to the Project Representative. The laboratory shall be staffed with experienced technicians properly equipped, and fully qualified to perform the tests in accordance with the specified standards.

d. Preparation and submittal of a construction schedule, including submittals, see General Conditions, Article 3. The schedule shall be updated as required, as defined in the Contract Documents.

e. All Quality Control testing as required by the Contractor's internal policies.

f. All Quality Assurance testing and/or re-testing as stated in the Contract Documents, see General Conditions, Article 13.

5.2 Services Provided by the Owner. The Owner shall provide the following services at no cost to the Contractor except as required for retests as defined in the Contract Documents.

a. The Project Representative may check compaction of backfill and surfacing courses using laboratory testing submittal information supplied by the Contractor. These tests are to determine if compaction requirements are being fulfilled in accordance with the Contract Documents. It is ultimately the responsibility of the Contractor to ensure that this level of compaction is constant and met in all locations.

b. Any additional Quality Assurance testing deemed appropriate by the Owner, at the Owner's expense.

6. ENGINEERING INTERPRETATIONS

Timely Engineering decisions on construction activities or results have an important bearing on the Contractor's schedule. When engineering interpretation affects a plan design or specifications change, it should be realized that more than 24 hours may be required to gain the necessary Owner participation in the decision process including time for formal work directive or change order preparation as required.

7. REJECTED WORK

Any defective work or nonconforming materials or equipment that may be discovered at any time prior to the expiration of the warranty period, shall be removed and replaced with work or materials conforming to the provisions of the Contract Documents, see General Conditions, Article 12. Failure on the part of the Project Representative to condemn or reject bad or inferior work, or to note nonconforming materials or equipment on the Contractors submittals, shall not be construed to imply acceptance of such work. The Owner shall reserve and retain all its rights and remedies at law against the Contractor and its Surety for correction of any and all latent defects discovered after the guarantee period (MCA 27-2-208).

Only the Project Representative will have the authority to reject work which does not conform to the Contract Documents.

8. UTILITIES

The exact locations of existing utilities that may conflict with the work are not precisely known. It shall be the Contractor's responsibility to contact the owners of the respective utilities and arrange for field location services. **One Call Locators, 1-800-424-5555**

The Contract Documents may show utility locations based on limited field observation and information provided to the Project Representative by others. **The Project Representative**

cannot guarantee their accuracy. The Contractor shall immediately notify the Project Representative of any discrepancies with utility locations as shown on the Contract Drawings and/or their bury depths that may in any way affect the intent of construction as scoped in these specifications.

There will be no separate payment for exploratory excavation required to locate underground utilities.

8.1 Notification. The Contractor shall contact, in writing, all public and private utility companies that may have utilities encountered during excavation. The notification includes the following information:

a. The nature of the work that the Contractor will be performing.
b. The time, date and location that the Contractor will be performing work that may conflict with the utility.
c. The nature of work that the utility will be required to perform such as moving a power pole, supporting a pole or underground cable, etc.
d. Requests for field location and identification of utilities.

A copy of the letter of notification shall be provided to the Project Representative. During the course of construction, the Contractor shall keep the utility companies notified of any change in schedule, or nature of work that differs from the original notification.

8.2 Identification. All utilities that may conflict with the work shall be the Contractor's responsibility to locate before any excavation is performed. Field markings provided by the utility companies shall be preserved by the Contractor until actual excavation commences. All utility locations on the Drawings should be considered approximate and should be verified in the field by the Contractor. The Contractor shall also be responsible for locating all utilities that are not located on the Drawings.

Utilities are depicted on the Contract Documents in accordance with their achieved “Quality Levels,” as defined in the American Society of Civil Engineer’s Document, ASCE 38, “Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data.” Reliance upon these data for risk management purposes during bidding does not relieve the Contractor, or Utility Owner from following all applicable utility damage prevention statutes, policies, and/or procedures during construction. It is important that the Contractor investigates and understands the scope of work between the project Owner and Engineer regarding scope of limits of the utility investigations leading to these utility depictions. Definitions of Quality Levels are described as follows:

a. "QUALITY LEVEL A" – (QLA): LOCATING THROUGH EXCAVATION. QLA data are highly accurate and are obtained by surveying an exposed utility. As such, both horizontal and vertical data are recorded. Survey accuracies are typically set at 15mm (1/2-inch) vertically, and to project survey standards horizontally (typically

the same as for topography features), although these survey accuracies and precisions are generally left to the owner to specify in a scope of work. In addition to the applicable standard of care and any other additional standards imposed by commercial indemnity clauses, the accuracy of these location data is also typically guaranteed. Other data typically characterized include material type, surface elevation, utility size/capacity, outside dimensions, and configurations, soil type, and utility condition.

b. "QUALITY LEVEL B" – (QLB): DESIGNATING. QLB information is obtained through the application of appropriate surface geophysical methods to identify the existence and approximate horizontal location of utilities (a utility's "designation") within the project limits, followed by survey, mapping, and professional review of that designation. Underground utilities are identified by interpretation of received signals generated either actively or passively, and through correlating these received signals with visible objects (QLC) and record data (QLD) to determine function. Designated utilities that can't be identified are labeled as "unknowns." Although approximate has no accuracy associated with it, generally the locations are within inches rather than feet. The more utility congested the area or the deeper the utilities, the less likely it is that the designations will achieve that accuracy. These designations are then surveyed to project accuracies and precisions, typically third-order accuracy similar to other topography features. Note that surveying existing one-call marks does not lead to QLB data, since the genesis of the marks was not under the direct responsible charge of the professional certifying the QLB depictions, and one-call generally does not address unknown utilities, privately owned utilities, utilities without records, abandoned utilities, and so on. Nor does the professional have knowledge of the field technician's qualifications, training, and level of effort.

c. "QUALITY LEVEL C" – (QLC): SURFACE VISIBLE FEATURE SURVEY. QLC builds upon the QLD information by adding an independent detailed topography site survey for surface-visible appurtenances of subsurface utilities including but not limited to fire hydrants, valves, risers, and manholes. Professional judgment is used to correlate the QLD data to the surveyed features, thus increasing the reliability of both utility location and existence. It is a function of the professional to determine when records and features do not agree and resolve discrepancies. This may be accomplished by depiction of a utility line at quality level D, effectively bypassing or disregarding (but still depicting) a surveyed structure of unknown origin. Additional resolution may result from consultation with utility owners.

d. “QUALITY LEVEL D" – (QLD): EXISTING RECORDS RESEARCH. QLD is the most basic level of information. Information is obtained from the review and documentation of existing utility records, verbal accounts, and/or one-call markings (to determine the existence of major active utilities and their approximate locations).

8.3 Removal or Relocation of Utilities. All electric power, street lighting, gas, telephone, and television utilities that require relocation will be the responsibility of the utility owner. A request for extending the specified contract time will be considered if utility owners cause delays.

8.4 Public Utilities. Water, sewer, storm drainage, and other utilities owned and operated by the public entities shall, unless otherwise specifically requested by the utility owner, be removed, relocated, supported or adjusted as required by the Contractor at the Contractor's expense. All such work shall be in accordance with these Contract Documents, or the Owner's Standard Specifications or written instructions when the work involved is not covered by these Specifications.

8.5 Other Utilities. Utilities owned and operated by private individuals, railroads, school districts, associations, or other entities not covered in these Special Provisions shall, unless otherwise specifically requested by the utility owner, be removed, relocated, supported or adjusted as required by the Contractor at the Contractor's expense. All work shall be in accordance with the utility owner's directions, or by methods recognized as being the standard of the industry when directions are not given by the owner of the utility.

8.6 Damage to Utilities and Private Property. The Contractor shall protect all utilities and private property and shall be solely responsible for any damage resulting from his construction activities. The Contractor shall hold the Owner and Project Representative harmless from all actions resulting from his failure to properly protect utilities and private property. All damage to utilities shall be repaired at the Contractor's expense to the full satisfaction of the owner of the damaged utility or property. The Contractor shall provide the Owner with a letter from the owner of the damaged utility or property stating that it has been repaired to the utility owner's full satisfaction.

8.7 Structures. The Contractor shall exercise every precaution to prevent damage to existing buildings or structures in the vicinity of his work. In the event of such damages, he shall repair them to the satisfaction of the owner of the damaged structure at no cost to the Owner.

8.8 Overhead Utilities. The Contractor shall use extreme caution to avoid a conflict, contact, or damage to overhead utilities, such as power lines, streetlights, telephone lines, television lines, poles, or other appurtenances during the course of construction of this project.

8.9 Buried Gas Lines. The Contractor shall provide some means of overhead support for buried gas lines exposed during trenching to prevent rupture in case of trench caving.

8.10 Pavement Removal. Where trench excavation or structure excavation requires the removal of curb and gutter, concrete sidewalks, or asphalt or concrete pavement, the pavement or concrete shall be cut in a straight line parallel to the edge of the excavation by use of a spade-bitted air hammer, concrete saw, colter wheel, or similar approved equipment to obtain a straight, square clean break. Pavement cuts shall be 2 feet wider than the actual trench opening.

8.11 Survey Markers and Monuments. The Contractor shall use every care and precaution to protect and not disturb any survey marker or monuments, such as those that might be located at lot or block corners, property pins, intersection of street monuments or addition line demarcation. Such protection includes markings with flagged high lath and close supervision. No monuments shall be disturbed without prior approval of the Project

Representative. Any survey marker or monument disturbed by the Contractor during the construction of the project shall be replaced at no cost to the Owner by a licensed land surveyor.

8.12 Temporary Utilities. The Contractor shall provide all temporary electrical, lighting, telephone, heating, cooling, ventilating, water, sanitary, fire protection, and other utilities and services necessary for the performance of the work. All fees, charges, and other costs associated therewith shall be paid for by the Contractor.

9. CONSTRUCTION SAFETY

The Contractor shall be solely and completely responsible for conditions of the jobsite, including safety of all persons (including employees and subcontractors) and property during performance of the work. This requirement shall apply continuously and not be limited to normal working hours. Safety provisions shall conform to U.S. Department of Labor (OSHA), and all other applicable federal, state, county, and local laws, ordinances, codes, and regulations. Where any of these are in conflict, the more stringent requirement shall be followed. The Contractor's failure to thoroughly familiarize himself with the aforementioned safety provisions shall not relieve them from compliance with the obligations and penalties set forth therein, see General Conditions, Article 10.

10. CONSTRUCTION LIMITS AND AREAS OF DISTURBANCE

10.1 Construction Limits. Where construction easements or property lines, are not specifically called out on the Contract Documents, limit the construction disturbance to ten (10) feet, when measured from the edge of the slope stake grading, or to the adjacent property line, whichever is less. Disturbance and equipment access beyond this limit is not allowed without the written approval of both the Project

Representative and the Owner of the affected property. If so approved, disturbance beyond construction limits shall meet all requirements imposed by the landowner; this includes existing roads used and/or improved as well as the construction of new access roads. Special construction, reclamation, or post-construction reclamation or other closure provisions required by the landowner on access roads beyond the construction limits shall be performed by the Contractor at no additional cost to the Owner.

10.2 Areas of Disturbances. Approved areas of disturbance are those areas disturbed by construction activities within the construction limits and along designated or approved access routes. Such areas may require reclamation and revegetation operations, including grading to the original contours, top soiling with salvaged or imported topsoil, seeding, fertilizing, and mulching as specified herein. Other areas that are disturbed by the Contractor's activities outside of the limits noted above will be considered as site damage or unapproved areas of disturbance, see General Conditions, Articles 3 and 10. This includes areas selected by the Contractor outside the defined construction limits for mobilization, offices, equipment, or material storage.

11. DECONTAMINATE CONSTRUCTION EQUIPMENT

Power wash all construction equipment entering the project site to prevent the spread of noxious weeds and aquatic invasive species. This applies to all FWP projects, whether or not individual construction permits specifically address cleaning of equipment.

12. TREE PROTECTION AND PRESERVATION

The Contractor and the Owner shall individually inspect all trees within the project construction limits prior to construction. The Owner shall determine which trees are to be removed and which trees are to be preserved. Construction of the grading, utilities and various roadway facilities must not significantly damage the trees root system or hinder its chances for survival. Reasonable variations from the Contract Documents, as directed by the Project Representative, may be employed to ensure the survival of trees.

13. CONSTRUCTION SURVEYS

The Contractor will be responsible for all layout and construction staking utilizing the Project Representative's existing control and coordinate data for the project. Dimensions and elevations indicated in layout of work shall be verified by the Contractor. Discrepancies between Drawings, Specifications, and existing conditions shall be referred to the Project Representative for adjustment before work is performed. The Project Representative may set location and grade stakes prior to construction; however, it is ultimately the responsibility of the Contractor to check and verify all construction staking for the project.

Existing survey control (horizontal and vertical) has been set for use in the design and ultimately the construction of these improvements. A listing of the coordinates and vertical elevation for each of these control points may be included in the project drawings.

The Contractor will be responsible for preserving and protecting the survey control until proper referencing by the Contractor has been completed. Any survey control obliterated, removed, or otherwise lost during construction will be replaced at the Contractor's expense.

Contractor shall be aware of property pins and survey monuments. Damage to these pins will require replacement of such by a registered land surveyor at no cost to the owner.

The Contractor shall provide construction staking from the Contractor's layouts and the control points. Contractor's construction staking includes at a minimum:

1. Slope stakes located at critical points as determined by the Project Representative.
2. Blue tops every longitudinally and transversely for subgrade and crushed base to verify finish grading of course.
3. Location and grade stakes for drainage features and retaining walls.
4. Location stakes for roadside safety items, permanent and temporary traffic control, and misc. items as determined by the Project Representative.

Original field notes, computations and other records take by the Contractor for the purpose of quantity and progress surveys shall be furnished promptly to the Project Representative and shall be used to the extent necessary in determining the proper amount of payment due to the Contractor.

14. MATERIAL SOURCES AND CONSTRUCTION WATER

The Contractor shall be responsible for locating all necessary material sources, including aggregates, earthen borrow and water necessary to complete the work. The Contractor shall be responsible for meeting all transportation and environmental regulations as well as paying any royalties. The Contractor shall provide the Project Representative with written approvals of landowners from whom materials are to be obtained, prior to approval.

The Contractor may use materials from any source, providing the materials have been tested through representative samples and will meet the Specifications.

Water for compaction efforts shall be supplied by the Contractor.

15. MATERIALS SALVAGE AND DISPOSAL

Notify the Owner for any material salvaged from the project site not identified in the Contract Documents. The Owner reserves the right to maintain salvaged material at the project site, compensate the Contractor for relocation of salvaged material, or agreed compensation to Owner for material salvaged by the Contractor.

Haul and waste all waste material to a legal site and obey all state, county, and local disposal restrictions and regulations.

16. STORED MATERIALS

Contractor shall use an approved storage area for materials. Materials and/or equipment purchased by the Contractor may be compensated on a monthly basis. For compensation, provide the Project Representative invoices for said materials, shop drawings and/or submittals for approval, and applicable insurance coverage, see General Conditions, Article 9.

17. STAGING AND STOCKPILING AREA

Contractor shall use staging and stockpiling sites for to facilitate the project as approved by the Owner. Contract Documents may show approved staging and stockpiling locations. Notify Owner within 24 hours for approval of staging and stockpiling sites not shown on the Contract Drawings.

18. SECURITY

The Contractor shall provide all security measures necessary to assure the protection of equipment, materials in storage, completed work, and the project in general.

19. CLEANUP

Cleanup for each item of work shall be fully completed and accepted before the item is considered final. If the Contractor fails to perform cleanup within a timely manner the Owner reserves the right to withhold final payment.

20. ACCESS DURING CONSTRUCTION

Provide emergency access at all times within the project throughout the construction period.

21. CONSTRUCTION TRAFFIC CONTROL

The Contractor is responsible for providing safe construction and work zones within the project limits by implementing the rules, regulations, and practices of the Manual on Uniform Traffic Control Devices, current edition.

22. SANITARY FACILITIES

Provide on-site toilet facilities for employees of Contractor and Sub-Contractors and maintain in a sanitary condition.

23. CONTRACT CLOSEOUT

The Contractor's Superintendent shall maintain at the project site, a "Record Set of Drawings" showing field changes, as-built elevations, unusual conditions encountered during construction, and such other data as required to provide the Owner with an accurate "as constructed" set of record drawings. The Contractor shall furnish the "Record Set" to the Project Representative following the Final Inspection of the Project.

The Contractor's final payment will not be processed until the "Record Set" of drawings are received and approved by the Project Representative.

24. MEASUREMENT AND PAYMENT

Review these Contract Documents for additional Measurement and Payment specifications for definitions. Quantities are listed on the Bid Proposal for Payment Items. Additional material quantities, volumes, and measurements may be shown on the Contract Document drawings and/or specifications.

Unit Price quantities and measurements shown on the Bid Proposal are for bidding and contract purpose only. Quantities and measurements supplied, completed for the project, and verified by the Project Representative shall determine payment. Each unit price will be deemed to include an amount considered by the Contractor to be adequate to cover Contractor's overhead and profit for each bid item.

The Owner or Contractor may make a Claim for an adjustment in Contract Unit Price if the quantity of any item of Unit Price Work performed by the Contractor differs materially and/or significantly (increase or decrease by 50%) from the estimated quantity indicated on the Bid Proposal.

Lump sum bid item quantities will not be measured. Payment for these lump sums bid proposal items will be paid in full amount listed on the Bid Proposal when accepted by the Project Representative, unless specified otherwise.

INDEX TO

TECHNICAL SPECIFICATIONS

Fox Lake WMA Road Improvements and Parking Area

FWP# 7195304

Incorporation of Montana Public Works Technical Specifications.

The Technical Specifications as found in Montana Public Works Standard Specifications (MPWSS), Sixth Edition, April 2010 Addendum; are hereby incorporated by reference and made a part of this Contract:

Incorporation of Montana Fish, Wildlife & Parks Technical Specifications and Modifications to MPW Technical Specifications.

In addition to the MPWSS Technical Specifications are the following Montana Fish, Wildlife & Parks Technical Specifications (modifications to MPWSS Technical Specifications).

SECTION 01010 - SUMMARY OF WORK

PART 1 GENERAL

1.1 SECTION INCLUDES

A. Owner and Contractor Responsibilities

B. Contractor use of site and premises.

C. Scope of Work

1.2 Owner and Contractor Responsibilities

A. Owners Responsibilities:

1. Responding to project questions
2. Permitting.

B. Contractors Responsibilities:

1. Quality control of work.
2. Coordination with FWP Personnel

1.3 CONTRACTOR USE OF SITE

A. Limit use of site to allow:

1. Coordinate with FWP to limit public usage in work areas as necessary.

1.3 SCOPE OF WORK

A. Project Objective: Improvement of WMA access road, construction of public parking area, and repair of Fox Lake Dike.

B. Scope of Work:

Work includes the following but is not limited to the general description contained herein:

1. Mobilization
2. Grade/Blade Road – Includes all rough grading and compaction of WMA access road. Includes revegetation of any areas disturbed outside of road's current footprint.

3. 6" Gravel Surfacing – Includes removing and salvaging of 6" of top soil for parking area. Includes grading of subgrade and placing of gravel surfacing material. It includes the grading and compaction of the gravel surfacing material.
4. Install Pit Run & Reshape Road – Includes all materials and labor to install 3" minus pit run at designated locations.

5. 24" DIA. CMP – Install 24" CMP culvert with end flares at the designated location. Includes all labor and materials to excavate, install bedding materials, and place pipe with flared ends.

6. Geotextile Separation Fabric – Includes all labor and materials to install geotextile fabric underneath gravel parking area.

7. Embankment – Includes all labor and materials to repair dike area to meet existing dike profile and grade. Includes all compaction efforts and revegetation.

C. CONTRACTS:

All work shall be done under one general contract provided by the Montana Department of Fish Wildlife and Parks Design and Construction.

D. PROPOSAL:

1. Proposal shall include all costs to complete the work as described in the plans and specifications, utility locates, required insurance costs and 1% DOR Contractor Gross Receipts Tax of 1%.

END OF SECTION

SECTION 01025

MEASUREMENT AND PAYMENT

PART 1 GENERAL

1.1 SECTION INCLUDES

A. Measurement and payment criteria applicable to the Work performed under a unit price payment method.

B. Defect assessment and non-payment for rejected work.

1.2 AUTHORITY

A. Measurement methods delineated in the individual specification sections are intended to complement the criteria of this section. In the event of conflict, the requirements of the individual specification section shall govern.

B. Take all measurements and compute quantities. The Project Manager will verify measurements and quantities.

C. Assist by providing necessary equipment, workers, and survey personnel as required.

1.3 UNIT QUANTITIES SPECIFIED

A. Unit price quantities and measurements indicated in the Bid Form are for bidding and contract purposes only. Quantities and measurements supplied or placed in the Work and verified by the Project Manager shall determine payment. Lump sum bid item quantities will not be measured. Payment for these lump sum bid items will be per bid form.

B. If the actual Work requires more or fewer quantities than those quantities indicated, provide the required quantities at the unit sum/prices contracted.

1.4 MEASUREMENT OF QUANTITIES

A. Measurement by Volume: Measured by cubic dimension using mean length, width and height or thickness.

B. Stipulated Sum/Price Measurement: Items measured by weight, volume, area, or linear means or combination, as appropriate, as a completed item or unit of the Work.

1.5 PAYMENT

A. Payment Includes: Full compensation for all required labor, Products, tools, equipment,

plant, transportation, services and incidentals; erection, application or installation of an item of the Work; overhead and profit.

B. Final payment for Work governed by unit prices will be made on the basis of the actual measurements and quantities accepted by the Project Manager multiplied by the unit sum/price for Work which is incorporated in or made necessary by the Work.

1.6 DEFECT ASSESSMENT

A. Replace the Work, or portions of the Work, not conforming to specified requirements.

B. If, in the opinion of the Project Manager it is not practical to remove and replace the Work, the Project Manager will direct one of the following remedies:

1. The defective Work will be partially repaired to the instructions of the Project Manager and the unit sum/price will be adjusted to a new sum/price at the discretion of the Project Manager.

C. The individual specification sections may modify these options or may identify a specific formula or percentage sum/price reduction.

D. ***The authority of the Montana Department of Fish, Wildlife and Parks Project Manager to assess the defect and identify payment adjustment is final.***

1.7 NON-PAYMENT FOR REJECTED PRODUCTS

A. Payment will not be made for any of the following:
1. Products wasted or disposed of in a manner that is not acceptable.
2. Products determined as unacceptable before or after placement.
3. Products not completely unloaded from the transporting vehicle.
4. Products placed beyond the lines and levels of the required Work.
5. Products remaining on hand after completion of the Work.
6. Loading, hauling and disposing of rejected Products.

PART 2 PRODUCTS (Not Used)

PART 3 EXECUTION (Not Used)

END OF SECTION

SECTION 01450

MOBILIZATION/DEMOBILIZATION

Added Section.

PART 1 GENERAL

1.1 DESCRIPTION

A. This item shall consist of the prepatory work and operations necessary performed by the Contractor for the movement of personnel, equipment, supplies, and incidentals to and from the work site. The work includes those actions necessary for obtaining necessary permits required for mobilization; for the establishment of all offices and facilities necessary to work on the project; for premiums on contract bonds; for insurance for the contract; and for other work on the various items on the project site. Mobilization costs for subcontracted work shall be considered to be included.

B. Contractor's cost for administration, bonding, insurance, and site documents shall be included in mobilization and shall not be paid as a separate item.

C. All equipment moved to the project sites shall be in good mechanical condition and free of fuel, oil, lubrication, or other fuel leaks. The Contractor shall immediately remove any equipment potentially or actually discharging environmentally damaging fluids.

D. All equipment moved to the project sites shall be thoroughly cleaned before it is brought to the sites to prevent the introduction of weed seeds. Equipment removed fro the sites may not be returned to the sites again until it is thoroughly cleaned again.

PART 2 PRODUCTS – NOT USED

PART 3 EXECUTION – NOT USED

PART 4 MEASUREMENT AND PAYMENT

4.1 MEASUREMENT

A. There will be no direct measurement of this item.

4.2 PAYMENT

B. Partial payments for mobilization/demobilization will be made based on the lump sum bid price as follows:

- 25% of the amount bid for mobilization/demobilization when the Contractor has moved on-site and begun construction activities.
- 50% of the amount bid for mobilization/demobilization when 25% of the contract amount (exclusive mobilization/demobilization) has been completed.
- 75% of the amount bid for mobilization/demobilization when 50% of the contract amount (exclusive mobilization/demobilization) has been completed.
- 100% of the amount bid for mobilization/demobilization when 75% of the contract amount (exclusive mobilization/demobilization) has been completed.

END OF SECTION 01450

SECTION 01750

FINAL CLEANUP

Added Section.

PART 1 GENERAL

1.1 DESCRIPTION

A. This work consists of final cleanup of the project site prior to final acceptance.

PART 2 PRODUCTS – NOT USED

PART 3 EXECUTION

3.1 CONTRACTOR RESPONSIBILITES

The contractor shall be responsible for final clean up at the end of the project to a level satisfactory to the owner. All construction debris, no mater how small, shall be collected and removed from the site. All wheel ruts shall be filled in and be leveled to match the adjacent grade and material. Re-seeding or re-sodding, or other re-surfacing may be necessary to repair any construction related impacts or damage.

All survey markings, stakes, temporary paint marks, flagging and other devices shall be removed regardless of who installed them. All excess pavement, concrete, gravel, soil, or other construction materials not intended for permanent use shall be removed.

All final slopes shall be dressed manually to remove woody debris, accumulated trash and oversized material. Any new slope or topsoil surfaces shall be hand raked to provide a uniform appearance. The contractor shall dress all gravel, pavement and concrete edges to eliminate abrupt edges and provide a smooth transition. All construction related temporary sediment control devices shall be removed as soon as practical.

PART 4 MEASUREMENT AND PAYMENT

4.1 PAYMENT

Unless specifically noted otherwise, all final cleanup work shall be incidental to other work items in the contract and no separate payment shall be made.

END OF SECTION 01750

SECTION 01800

EROSION AND SEDIMENT CONTROL

Added Section.

PART 1 GENERAL

1.1 DESCRIPTION

A. This work consists of furnishing, constructing, and maintaining permanent and temporary erosion control and sediment control measures as shown on the project drawings and/or project related construction permits, or as directed by the Owner during construction as BMPs are needed.

PART 2 PRODUCTS

2.1 GENERAL

A. Temporary and erosion control products utilized include but are not limited to backfill material; berms; brush barriers; erosion control blankets, bales, wattles, logs, rolls; erosion control culvert pipe; detention basins; fertilizer; geotextile; mulch; plastic lining; riprap; sandbags; seed; silt fence; and water.

2.2 EROSION CONTROL WATTLES

A. Where designated, provide a sediment retention product made from straw and coconut fiber reinforced with a 100% bio-degradable netting. Use wood stakes to secure sediment retention product in place, spacing per the manufacturer's recommendations. An acceptable product is *Sediment Stop*, manufactured by *North American Green*, or approved equal.

2.2 EROSION CONTROL BLANKETS

A. Where designated, provide a sediment retention product made from straw and coconut fiber reinforced with a 100% bio-degradable netting. Use wood stakes to secure sediment retention product in place, spacing per the manufacturer's recommendations. An acceptable product is *BioNet® S150BN™*, manufactured by *North American Green*, or approved equal.

PART 3 EXECUTION

3.1 INSTALLATION

A. Provide permanent and temporary erosion control measures to minimize erosion and sedimentation during and after construction according to the contract erosion control plan, environmental permits, and as directed by the Project Representative. These

erosion control measures shall be designed, implemented, and maintained by the Contractor in accordance with Best Management Practices (BMPs) to control erosion and sediment release from the work site.

B. Install permanent and temporary erosion control measures according to the Storm Water Pollution Prevention Plan (SWPPP), if applicable, approved construction permits, and erosion control drawings.

C. When erosion control measures are not functioning as intended, immediately take corrective action.

PART 4 MEASUREMENT AND PAYMENT

4.1 MEASUREMENT AND PAYMENT

A. Unless specifically noted otherwise, Erosion and Sediment controls shall be incidental to other work items in the contract and no separate payment shall be made.

END OF SECTION 01800

SECTION 02110

GEOTEXTILES

PART 1 GENERAL

1.1 DESCRIPTION

Add the following:

This work also includes the installation of high-survivability, non-woven geotextile beneath gravel surfacing throughout the parking area.

1.2 REFERENCES

C. Delete this section and add the following:

Provide geotextile meeting the strength requirements from Table 1.

Table 1. High Survivability, Non-Woven Geotextile Requirements

	TEST METHODS	UNITS	REQUIREMENTS
Grab Elongation	ASTM D 4632	%	>50
Grab Strength	ASTM D 4632	lbs	>200
Sewn Seam Strength	ASTM D 4632	lbs	>180
Tear Strength	ASTM D 4533	lbs	>80
Puncture Strength	ASTM D 4833	lbs	>80
Permittivity	ASTM D 4491	Sec^{-1}	≥0.02
Apparent Opening Size	ASTM D 4751	Sieve Size (in)	#30 (≤0.024)
Ultraviolet Stability (Retained Strength)	ASTM D 4355	%	≥50 after 500 hours of exposure

PART 2 MEASUREMENT AND PAYMENT

2.1 MEASUREMENT

A. Measurement will be taken by the square yard of fabric installed. No additional measurement will be taken for required overlap in the fabric.

2.2 PAYMENT

A. Payment will at the unit price listed in the proposal.

END OF SECTION 02110

SECTION 02207

AGGREGATE MATERIALS

PART 1 GENERAL

1.1 SECTION INCLUDES

A. References

B. Submittals

C. Aggregate materials and engineering fabric

D. Source quality control

E. Stockpiling

F. Stockpile clean up

1.2 RELATED SECTIONS

A. Section 02211 - Rough Grading.

B. Section 02231 - Aggregate Courses.

1.3 REFERENCES

A. AASHTO - M147 - Materials for Aggregate and Soil-Aggregate.

B. ANSI/ASTM C136 - Method for Sieve Analysis of Fine and Coarse Aggregates.

C. ANSI/ASTM D698 - Test Methods for Moisture-Density Relations of Soils and Soil-Aggregate Mixtures, Using 5.5 lb. (2.49 Kg) Rammer and 12 inch (304.8 mm) Drop.

D. ASTM D2922 - Test Methods for Density of Soil and Soil-Aggregate in Place by Nuclear Methods (Shallow Depth).

E. ASTM D4318 - Test Method for Liquid Limit, Plastic Limit, and Plasticity Index of Soils.

1.4 SUBMITTALS

A. Submit laboratory test results for each type of aggregate material 5 days prior to installation, for Project Manager approval.

1. Each aggregate material used as a base or surfacing material shall have as a minimum the following laboratory tests completed:

I. Sieve Analysis
II. Proctor
III. Atterberg Limit Test (crushed top surfacing only)
VI. Fracture Analysis (crushed materials only)

B. Materials Source: Submit name of imported materials suppliers. Provide materials from same source throughout the work.

C. Change of source requires Engineer's approval.

PART 2 PRODUCTS

2.1 AGGREGATE MATERIALS AND ENGINEERING FABRIC

A. Embankment and Pit run base course, 3" (-) free of shale, clay, friable material and debris; graded in accordance with AASHTO T-11 and T-27, within the following limits:

TABLE OF GRADATIONS
Percentage of Weights Passing Square Mesh Sieves

	Grade 1
3 Inch Sieve	100%
No. 4 Sieve	25-60%
No. 200 Sieve	2-10%

1. Material shall be evenly graded.
2. 5% oversized material is permitted.

B. Gravel Surfacing; free of silt, lumps of clay, loam, friable or soluble materials, and organic matter; graded in accordance with ANSI/ASTM C136; within the following limits:

TABLE OF GRADUATIONS
Percentage by Weights Passing Square Mesh Sieves

Passing	% Passing
1 ½ ”	100 %
3/4”	
1/2”	
3/8”	
#4	40% - 70%
#10	25% - 55%
#16	
#30	
#50	
#100	
#200	5% - 12%

The aggregate for all grades, including added binder or filler, shall meet the following supplemental requirements.

(1) Dust Ration. The portion passing the No. 200 Sieve shall not be greater than 2/3 of the portion passing the No. 40 Sieve.

(2) The liquid limit for that portion of the fine aggregate passing a No. 40 Sieve shall not exceed 25 and the plasticity index (PI) shall be less than six, as determined by AASHTO T-89 and T-90.

(3) No intermediate sizes for cover aggregate, or for other purposes, shall be removed from the material in the course of production unless authorized in writing by the Architect/Engineer.

(4) At least 50% by weight of the aggregate retained on the No. 4 sieve must have at least one mechanically fractured face.

2.2 SOURCE QUALITY CONTROL

A. Field inspection and testing will be performed under provisions of Section 01019.

B. Tests and analysis of aggregate material will be performed in accordance with AASHTO T-11 and T-27 and as specified in this Section.

C. If tests indicate materials do not meet specified requirements, change material and retest.

PART 3 EXECUTION

3.1 STOCKPILING

A. Stockpile materials on site at locations approved by Engineer.

B. Separate differing materials with dividers or stockpile apart to prevent mixing.

C. Stockpile in sufficient quantities to meet project schedule and requirements.

B. Direct surface water away from stockpile site so as to prevent erosion or deterioration of materials.

3.2 STOCKPILE CLEANUP

A. Remove stockpile, leave area in a clean, neat condition reseed as necessary. Grade site surface to prevent freestanding surface water.

PART 4 MEASUREMENT AND PAYMENT

4.1 MEASUREMENT

A. 6" Gravel Surfacing – Measurement will be taken by the square yard for gravel in place at a **minimum** 6" depth. No extra measurement will be taken for areas with greater than 6" depth.
B. Install Pit Run & Reshape Road – Measurement will be taken by the cubic yard of pit run installed and shaped. Areas designated to have Pit Run installed will be measured under GRADE/BLADE ROAD for payment of the final grading.
C. Embankment – Measurement will be taken by the cubic yard of embankment furnished, placed and compacted. Measurement will be by the cubic yard of embankment installed.

4.2 PAYMENT

A. Payment will be made under the unit price included in the proposal for "6" GRAVEL SURFACING" and "INSTALL PIT RUN & RESHAPE ROAD" and "EMBANKMENT". Include all costs incidental to the placement of these items in the unit price.

SECTION 02211

ROUGH GRADING

PART 1 GENERAL

1.1 SECTION INCLUDE

A. Excavating, grading, filling and rough contouring the site for road repair.
B. Create drainage paths for incised roads.

1.2 RELATED SECTIONS

A. Section 01410 - Testing Laboratory Services: Testing fill compaction.(if necessary)
B. Section 02110 - Site Clearing
C. Section 02207 - Aggregate Materials.

1.3 REFERENCES

A. AASHTO T180 - Moisture-Density Relations of Soils using a 10-lb (4.54 kg) Rammer and an 18-in. (457 mm) Drop.

B. ASTM 6938 - Test Methods for Density of Soil and Soil-Aggregate in Place by Nuclear Methods (Shallow Depth).

PART 2 EXECUTION

2.1 PREPARATION

A. Identify required lines, levels, contours, and datum.

B. Stake and flag locations of known utilities.

C. Notify utility companies to locate buried utilities.

D. Locate, identify, and protect utilities that remain from damage.

2.3 FILLING

A. Fill areas to contours and elevations with unfrozen materials.

B. Place fill materials on continuous layers and compact. See Section 02231

C. Maintain optimum moisture content of fill materials to attain required compaction density. Compact to minimum 90 percent of maximum density.

D. Make grade changes gradual. Blend slope into level areas.

2.4 FIELD QUALITY CONTROL

A. Field inspection and testing will be performed as necessary by the Engineer. Compaction testing will be performed in accordance with ASTM 6938. If determined necessary by the FWP Project Manager.

B. Placement of base aggregate and subsequent road surfacing shall not commence until Engineer has been notified and has had an opportunity to inspect rough grading.

PART 3 MEASUREMENT AND PAYMENT

3.1 MEASUREMENT

A. Measurement will be taken by the linear foot along the centerline of roadway. Measurement will only be taken on those areas that have been graded and compacted as laid out by the Project Manager. Measurement will not be taken for areas graded or compacted outside the specified locations.

3.2 Payment

B. Payment will be at the unit price listed in the proposal for GRADE/BLADE ROAD. Payment will be made for completed work.

END OF SECTION

SECTION 02609

PIPE CULVERTS

PART 1 GENERAL

1.1 SECTION INCLUDES

A. Corrugated steel pipe culvert, joints and accessories.

B. Bedding and slope protection at pipe end.

1.2 RELATED SECTIONS

A. Section 02223 - Backfilling: Backfilling over piping up to subgrade elevation.

B. Section 02211 - Rough Grading

1.3 UNIT PRICE - MEASUREMENT AND PAYMENT

A. Pipe Culvert:
1. Basis of Measurement: By the total linear foot invert length of pipe including tapered ends.

2. Basis of Payment: Includes hand trimming excavating; removing soft subsoil, granular bedding fill, compacting; pipe, fittings and accessories assembled; repair of damaged coating. Payment at the unit price listed in the proposal.

1.4 REFERENCES

A. ANSI/ASTM D698 - Test Methods for Moisture-Density Relations of Soils and Soil-Aggregate Mixtures, Using 5.5 lb Rammer and 12 inch Drop.

B. ASTM D2922 - Test Methods for Density of Soil and Soil-Aggregate in Place by Nuclear Methods (Shallow Depth).

C. FS WW-P-405 - Pipe, Corrugated (Iron or Steel, Zinc Coated).

1.5 FIELD MEASUREMENTS

A. Verify that field measurements are as indicated on shop drawings.

1.6 CULVERT PIPE

A. Corrugated Steel Pipe: AASHTO M36 Type I, with rerolled annual rolled end joints;

annual or helical seam; galvanized 16 gage pipe.

1. Shape: Circular with a nominal diameter of 12 inches.

B. Tapered Ends: Same material as pipe, machine cut, for joining to pipe end.

C. Coupling Bands: Galvanized steel.

1.7 BEDDING MATERIALS

A. Bedding: Fill 5/8" minus gravel aggregate, Grade 3, as specified in Section 02207.

PART 2 EXECUTION

2.1 EXAMINATION

A. Verify that excavation base is ready to receive work and excavations, dimensions, and elevations are as indicated on drawings.

2.2 PREPARATION

A. Remove large stones or other hard matter which could damage piping or impede consistent backfilling or compaction.

2.3 BEDDING

A. Excavate culvert trench to 12 inch below pipe invert. Hand trim excavation for accurate placement of pipe to elevations indicated.

B. Place bedding material at trench bottom, level fill materials in one continuous layer not exceeding 6 inches compacted depth, compact to 90 percent. Minimum thickness of bedding gravel will be 6 inches.

C. Backfill around sides and to top of pipe with Type S1 fill, and compact to 95 percent.

D. Maintain optimum moisture content of bedding material to attain required compaction density.

2.4 INSTALLATION - PIPE

A. Install pipe and accessories in accordance with manufacturer's instructions

B. Lift or roll pipe into position. Do not drop or drag pipe over prepared bedding.

C. Shore pipe to required position; retain in place until after compaction of adjacent fills. Ensure pipe remains in correct position and to required slope.

D. Lay pipe to slope gradients noted on drawings; with maximum variation from true slope of 1 inch 10 feet.

E. Install flared end terminal sections.

F. Install aggregate at sides and over top of pipe. Provide top cover to minimum compacted thickness of 12 inches.

G. Refer to Section 02223 for backfilling requirements. Do not displace or damage pipe when compacting.

2.5 FILL AT PIPE ENDS

A. Place fill at pipe ends, at embankment slopes as directed by Project Manager.

2.6 ERECTION TOLERANCES

A. Maximum Variation From Intended Elevation of Culvert Invert: 1/2 inch.

B. Maximum Offset of Pipe From True Alignment: 1 foot.

C. Maximum Variation in Profile of Structure From Intended Position: 1 percent.

2.7 FIELD QUALITY CONTROL

A. Request inspection prior to and immediately after placing aggregate cover over pipe.

B. Compaction testing will be performed in accordance with ASTM D2922.

C. If tests indicate Work does not meet specified requirements, remove Work, replace and retest. Refer to Section 01025, Defect Assessment.

D. Frequency of Tests: As deemed necessary by Project Manager.

2.8 PROTECTION

A. Protect pipe and bedding from damage or displacement until backfilling operation is in progress.

END OF SECTION

SECTION 02910

REVEGETATION

All applicable portions of this specification section in the MPWSS shall apply with the following additions, deletions and/or modifications.

PART 1 GENERAL

1.1 DESCRIPTION

Add following:

This work also includes conserving, placing, and finishing topsoil placement at designated areas on the project drawings or as directed by the Engineer.

PART 2 PRODUCTS

2.1 SEED

Add the following:

Utilize the following seed mix for all areas to be seeded.

Seed Name	% Pure Live Seed	Lbs. Per Acre
Western Wheatgrass	30	*
Bluebunch Wheatgrass	20	*
Hard Fescue	20	*
Slender Wheatgrass	15	*
Green Needlegrass	10-15	*

* Drilled Rate = 8 lbs/acre, Broadcast and Hydroseed Rate = 16 lbs/acre

2.2 TOPSOIL

Add the following:

Utilize all salvaged topsoil conserved from clearing and grubbing operations to cover excavation and embankment slopes prior to fertilizing, seeding, or mulching.

2.4 FERTILIZER

Add the following:

When broadcast seeding, apply the fertilizer separately. When drill seeding, do not apply seed and fertilizer in a single mixture. The fertilizer must be applied separately, either broadcast before seed application, or surface banded during seeding.

PART 4 MEASUREMENT AND PAYMENT

4.1 GENERAL

Delete this section and add the following:

A. Placing conserved topsoil will not be measured for payment and is considered incidental to other work items in this Contract.

END OF SECTION 02910

GRANULAR BEDDING MATERIAL

PART 1 GENERAL

1.1 DESCRIPTION

A. This work consists of furnishing, placing, and finishing granular bedding material at designated areas on the project drawings or as directed by the Project Representative.

PART 2 PRODUCTS

2.1 GRANULAR BEDDING GRADATION

A. The pea gravel material must be non-plastic. A minim of 70 percent by weight of the pea gravel must have at least one fractured face.
B. Use the No. 2 granular bedding material below and around corrugated steel pipes.

TABLE 1

Percentage By Weight Passing Square Mesh Sieves Designated Sizes				
Sieve Size	No. 1	No. 2	No. 3	No. 4
	No. 4 to 1½" (4.75 to 37.5 mm)	No. 4 to ¾" (4.75 to 19 mm)	¾" to 1½" (19 to 37.5 mm)	No. 4 to ½" (4.75 to 12.5 mm)
2-inch (50 mm)	100		100	
1½-inch (37.5 mm)	95-100		90-100	
1-inch (25 mm)		100	20-55	
¾-inch (19 mm)	35-70	90-100	0-15	100
½-inch (12.5 mm)				90-100
⅜-inch (9.5 mm)	10-30	20-55	0-5	40-70
No. 4 (4.75 mm)	0-5	0-10		0-15
No. 8 (2.36 mm)		0-5		0-5

Note: Nos. 1, 2, 3, and 4 correspond to AASHTO/ASTM designations 467, 67, 4, and 7, respectively.

PART 3 EXECUTION

3.1 GENERAL

A. Install granular bedding material according to the project drawings or as directed by the Project Representative.

PART 4 MEASUREMENT AND PAYMENT

4.1 MEASUREMENT

A. Granular bedding material will be not be measured for payment and is considered incidental to other work items in this Contract.

4.1 PAYMENT

A. payment will not be made separately for granular bedding material. Include all costs associated with the furnishing and placing of granular bedding material in the unit cost of 24”DIA. CMP.

END OF SECTION 02237